## McMANIMON, SCOTLAND & BAUMANN, LLC

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## UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

COMMODITY FUTURES TRADING COMMISSION,

Civil Action No. 3:23-cv-11808-ZNQ-TJB

Plaintiff,

v.

TRADERS GLOBAL GROUP INC., a New Jersey corporation, d/b/a "My Forex Funds"; TRADERS GLOBAL GROUP INC., a Canadian business organization; and MURTUZA KAZMI,

Defendants.

## CERTIFICATION OF ANTHONY R. CALASCIBETTA, CPA, CFF, CTP, IN SUPPORT OF TEMPORARY RECEIVER'S APPLICATION TO EMPLOY EISNER ADVISORY GROUP LLC AS ACCOUNTANTS

**ANTHONY R. CALASCIBETTA**, of full age, hereby certifies, pursuant to 28 U.S.C. § 1746, as follows:

- 1. I am a Certified Public Accountant licensed in the States of New Jersey and New York. I am a member of the firm of Eisner Advisory Group LLC (the "Firm"), having an office located at 111 Wood Avenue South, Iselin, New Jersey 08830.
- 2. This certification is submitted in connection with the proposed retention of the Firm as accountants for Anthony Sodono, III, Temporary Receiver ("Temporary Receiver") for Traders Global Group Inc., a New Jersey corporation, d/b/a "My Forex Funds"; Traders Global

Group Inc., a Canadian business organization; and Murtuza Kazmi (the "Receivership Defendants").

- 3. The Firm has been requested to undertake the performance of certain accounting functions for the Temporary Receiver. Following is a summary of the requested services:
  - a. Review of available financial records; if necessary, locate and retrieve most important documents and relocate to a storage facility;
  - b. assist the Temporary Receiver with preservation of accounting systems, IT records, and related data;
    - c. update internal financial records;
  - d. assist Temporary Receiver in forensic review of Receivership Defendants' records including a review for potential preferences and/or fraudulent conveyances;
  - e. preparation of all required federal and state corporate tax returns if requested;
    - f. assist Temporary Receiver in other tax matters if requested; and
    - g. perform other services as requested by the Temporary Receiver.
- 4. The Firm's hourly rates range from \$195 for para-professionals, \$225 for junior accountants, and \$695 for senior members. Notwithstanding same, the Firm has agreed to a 20 percent (20%) reduction of its hourly rates to serve as accountant to the Temporary Receiver.
- 5. The Firm reserves the right to adjust its hourly rates in the ordinary course of its business and to seek reimbursement for expenses and disbursements.
- 6. Neither I, the Firm, nor any member thereof insofar as I, after due inquiry, have been able to ascertain, is or has been a creditor, an equity security holder, an insider of the Receivership Defendants, or has any other relationship with the Receivership Defendants or their agents, creditors, or other parties in interest, or their respective attorneys. Moreover, the Firm claims no interest in the suit or any of the parties thereto in any way which would disqualify it from serving the Temporary Receiver in good faith as a fiduciary for all of the beneficial owners

and creditors of the estate, as contemplated by L. Civ. R. 66.1(g) of the Local Civil Rules of the United States District Court for the District of New Jersey.

- 7. Neither I, the Firm, nor any member thereof, insofar as I, after due inquiry, have been able to ascertain, is or has been, a director, officer or employee of the Receivership Defendants.
- 8. Neither, the Firm, nor any member thereof, insofar as I, after due inquiry, have been able to ascertain, has an interest materially adverse to the interests of the Receivership Defendants or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Temporary Receiver or the Receivership Defendants.
- 9. Neither I, the Firm, nor any member thereof, insofar as I, after due inquiry, have been able to ascertain, holds or represents any interest materially adverse to the Temporary Receiver or the Receivership Defendants in the matters upon which the Firm is to be engaged.
- 10. Any and all fees and disbursements to the Firm in connection with legal services rendered to the Temporary Receiver during the course of this proceeding will be made only after application and authorization by this Court, upon notice to (i) the Commodity Futures Trading Commission; (ii) the Receivership Defendants and counsel; and (iii) other parties filing notices of appearance.
- 11. Neither I, the Firm, nor any member thereof, will, upon being retained, represent any other entity having an adverse interest in connection with this case.

I certify that the foregoing statements made by me are true and correct to the best of my knowledge, information, and belief.

Dated: September 5, 2023

/s/ Anthony R. Calascibetta
Anthony R. Calascibetta, CPA, CFF, CTP